



405 Lexington Avenue
New York NY 10174
Main 212 336 8000
Fax 212 336 8001
Web www.arelaw.com

May 13, 2024

Anthony F. LoCicero
Direct 212 336 8110
E-mail alocicero@arelaw.com

via ECF

The Honorable Arun Subramanian
United States District Court
Southern District of New York
500 Pearl Street, Courtroom 15A
New York, New York 10007

Re: *Wenger S.A. v. Olivet International, Inc.*, Case No. 20-cv-01107
Letter Motion to File Under Seal or Redact

Dear Honorable Judge Subramanian:

We represent Defendant Olivet International Inc. (“Olivet”) in the above-referenced action by plaintiff Wenger S.A. (“Wenger”). Pursuant to Your Honor’s Individual Practices in Civil Cases Rule 11, the Court’s Standing Order 19-mc-00583, and Section 6 of the S.D.N.Y. ECF Rules & Instructions, Olivet files this Letter Motion to Seal or Redact regarding several of the documents submitted in support of Olivet’s motion seeking leave to: (1) amend its answer to add defenses in view of Wenger’s settlement agreement with SwissTech IP Co., LLC (“SwissTech”); (2) file a motion for summary judgment dismissing all of Wenger’s claims against Olivet in view of such agreement; and (3) continue the trial date until 60 days after the Court rules on such motion (“Olivet’s Motion Seeking Leave”). The documents that are subject to the sealing or redaction request are: (1) Olivet’s Motion Seeking Leave; (2) the Trademark License Agreement between Walmart and Galaxy Brands LLC (Ex. 1 to Olivet’s Motion Seeking Leave); (3) Amendment No. 1 to Trademark License Agreement between Walmart and SwissTech LLC (Ex. 2 to Olivet’s Motion Seeking Leave); and (4) the Confidential Settlement Agreement and Mutual Release between SwissTech and Wenger (Ex. 3 to Olivet’s Motion Seeking Leave). None of these documents include Olivet’s confidential information. We have consulted with each relevant party and relevant non-party regarding the material that they designated as “Confidential” or “Highly Confidential” under the Protective Order entered in this action on July 31, 2020 and maintain that these documents should be sealed and/or redacted. The sealing and redaction requests of the relevant parties are summarized below.

Plaintiff Wenger S.A.

Wenger requested the sealing in its entirety of the Confidential Settlement Agreement and Mutual Release between SwissTech and Wenger (Ex. 3 to Olivet’s Motion Seeking Leave) to protect the confidentiality of its settlement terms. Wenger took no position regarding the Trademark License Agreement between Walmart and Galaxy Brands LLC (Ex. 1 to Olivet’s Motion Seeking Leave) and Amendment No. 1 to Trademark License Agreement between Walmart and SwissTech LLC (Ex. 2 to Olivet’s Motion Seeking Leave). Pursuant to Your

Honor's Individual Practice in Civil Cases Rule 11.C., Olivet will separately file Olivet's Motion Seeking Leave and confidential exhibits under seal.

We expect counsel for Wenger will respond with a letter explaining the need to seal or redact the relevant document pursuant to Your Honor's Individual Practice in Civil Cases Rule 11.C.

Non-Party Walmart Inc.

Non-Party Walmart Inc. ("Walmart") requested the sealing in its entirety or at minimum redactions of certain provisions of the Trademark License Agreement between Walmart and Galaxy Brands LLC (Ex. 1 to Olivet's Motion Seeking Leave) and Amendment No. 1 to Trademark License Agreement between Walmart and SwissTech LLC (Ex. 2 to Olivet's Motion Seeking Leave) to protect the confidentiality of its contractual terms. Walmart took no position regarding the Confidential Settlement Agreement and Mutual Release between SwissTech and Wenger (Ex. 3 to Olivet's Motion Seeking Leave). Pursuant to Your Honor's Individual Practice in Civil Cases Rule 11.C., Olivet will separately file Olivet's Motion Seeking Leave and confidential exhibits under seal.

We expect counsel for Walmart will respond with a letter explaining the need to seal or redact the relevant documents pursuant to Your Honor's Individual Practice in Civil Cases Rule 11.C.

Non-Party SwissTech IP Co., LLC

Non-Party SwissTech deferred to and aligned with Walmart's position with respect to the Trademark License Agreement between Walmart and Galaxy Brands LLC (Ex. 1 to Olivet's Motion Seeking Leave) and Amendment No. 1 to Trademark License Agreement between Walmart and SwissTech LLC (Ex. 2 to Olivet's Motion Seeking Leave). SwissTech requested the sealing in its entirety of the Confidential Settlement Agreement and Mutual Release between SwissTech and Wenger (Ex. 3 to Olivet's Motion Seeking Leave) to protect the confidentiality of its settlement terms. Pursuant to Your Honor's Individual Practice in Civil Cases Rule 11.C., Olivet will separately file Olivet's Motion Seeking Leave and confidential exhibits under seal.

We expect counsel for SwissTech will respond with a letter explaining the need to seal or redact the relevant documents pursuant to Your Honor's Individual Practice in Civil Cases Rule 11.C.

Thank you in advance for your consideration.

Respectfully submitted,

AMSTER, ROTHSTEIN & EBENSTEIN LLP

/s Anthony F. Lo Cicero

Anthony F. Lo Cicero

The settlement agreement may be filed under seal. The rest of the documents should be filed with minimal redactions, hewing to that information deemed confidential by the protective order. Such redacted versions are due by May 21, 2024.

SO ORDERED.

A handwritten signature in black ink, appearing to read 'Arun Subramanian', is written over a horizontal line.

Arun Subramanian, U.S.D.J.

Date: May 14, 2024